

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1   41 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. DTFASO-08-R-00015	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 02/08/2008	6. REQUISITION/PURCHASE NO. SO-08-01285
7. ISSUED BY DOT/FEDERAL AVIATION ADMINISTRATION ACQUISITION TEAM, 55 1701 COLUMBIA AVENUE COLLEGE PARK, GEORGIA 30337-2714		8. ADDRESS OFFER TO (If other than Item 7) SAME AS BLOCK 7			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BOX #7 until 4:30 (Hour) local time 3/5/08 (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME COLUNTEYA L. WEEMS	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 404-305-5792
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**11. TABLE OF CONTENTS**

(x)	SEC	DESCRIPTION	PAGE(S)	(x)	SEC	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	9-26
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	27
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	4	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	5	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS & OTHER STATEMENT OF OFFERORS	28-35
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	6	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	36-40
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	7	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	41
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	8				

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 42.215-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR: TIN #	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code) (404) 305-	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

## PART I - SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DTFASO-08-R-00015	PAGE 2	OF 41 PAGES
NAME OF OFFEROR OR CONTRACTOR			

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p style="text-align: center;">SCHEDULE OF BID ITEMS</p> <p style="text-align: center;">AIR TRAFFIC CONTROL TOWER (ATCT), UPS, BASE BUILDING NATIONAL WEATHER SERVICE OFFICE AND AIRWAY FACILITIES SYSTEM SUPPORT CENTER DAYTONA BEACH INTERNATIONAL AIRPORT DAYTONA, BEACH FLORIDA</p> <p><u>Base Period:</u> April 1, 2007 – March 31, 2008</p> <p><u>1<sup>st</sup> Option Year:</u> April 1, 2008 – March 31, 2009</p> <p><u>2nd Option Year:</u> April 1, 2009 – March 31, 2010</p> <p><u>3rd Option Year:</u> April 1, 2010 – March 31, 2011</p> <p><u>4th Option Year:</u> April 1, 2011 – March 31, 2012</p> <p><u>Optional 6 MNS Extension:</u> April 1, 2013 – September 30, 2013</p>	<p>12 MNS</p> <p>12 MNS</p> <p>12 MNS</p> <p>12 MNS</p> <p>12 MNS</p> <p>6 MNS</p>			

**PART I - SECTION C  
SCOPE OF WORK**

**SPECIFICATIONS FOR JANITORIAL SERVICE**

AIR TRAFFIC CONTROL TOWER (ATCT), UPS, BASE BUILDING

NATIONAL WEATHER SERVICE OFFICE

AND AIRWAY FACILITIES SYSTEM SUPPORT CENTER

DAYTONA BEACH INTERNATIONAL AIRPORT

DAYTONA, BEACH FLORIDA

(See Attachment 1, 14 pages)

**PART I - SECTION D  
PACKAGING AND MARKING**

**PART I - SECTION E  
INSPECTION AND ACCEPTANCE**

**3.1-1           Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.10.4-1           Contractor Inspection Requirements (April 1996)**
- 3.10.4-2           Inspection of Supplies--Fixed-Price (November 1997)**
- 3.10.4-4           Inspection of Services--Both Fixed-Price & Cost  
Reimbursement (April 1996)**
- 3.10.4-14          Assignment of a Quality Reliability Officer (QRO) (April 1996)**
- 3.10.4-16          Responsibility for Supplies (April 1996)**

**PART I - SECTION F  
DELIVERIES OR PERFORMANCE**

**3.1-1           Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

**3.10.1-9       Stop-Work Order (October 1996)**

**3.10.1-11      Government Delay of Work (April 1996)**

**PART I - SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**SO-G-1 CONTRACTING OFFICER'S REPRESENTATIVE**

The Contracting Officer may designate Government personnel to act as his authorized representative for one or more contract administration functions not involving a change in the scope, price, terms, or conditions of the contract. Such designation will be in writing, set forth elsewhere in the contract by separate letter signed by the Contracting Officer, and will contain specific instructions as to the extent to which the representative may take action for the Contracting Officer. Such designation will not contain authority to sign contractual documents, nor will it authorize the designee to order contract changes, modify contract terms, or create any liability on the part of the Government different from that set forth in the contract.

(End of Clause)

**SO-G-2 MODIFICATION PROPOSALS-PRICE BREAKDOWN**

The contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, justification shall be furnished for the extension. The proposal, together with the price breakdown and time extension justification, shall be furnished by the date specified by the Contracting Officer.

(End of Clause)

**SO-G-3 INVOICES**

Payments to the contractor for work performed under this contract will be made monthly in arrears in accordance with Clause 3.3.1-1, Payments, and 3.3.1-17, Prompt Payment. The contractor shall submit one invoice for each contract term (i.e., October 1, 2005, through September 30, 2006 - 12 months @ \$X.00 = \$XX.00), and annually for any option years exercised by the government. The invoice should be delivered to the Contracting Officer's Technical Representative (COTR) as designated by the Contracting Officer for certification that the services were received, date-stamped by the designated individual, certified, then delivered to the Contracting Officer for approval prior to submission to the FAA Accounting Office for payment.

(End of Clause)

**PART I - SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**SO-H-1 SECURITY REQUIREMENTS**

Specific security requirements are outlined in Clauses 3.14-2, Contractor Personnel Suitability Requirements, 3.14-3, Foreign Nationals as Contractor Employees, and 3.14-4, Government-Issued Keys, Identification Badges, and Vehicle Decals, and in Section I of this solicitation. The offeror is required to determine and provide for the effects, if any, that these security requirements may have on the offer, or contract performance. Failure of the offeror to determine the affect of these requirements on cost or performance beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of Clause)

**SO-H-2 INSURANCE REQUIREMENTS**

In addition to minimum insurance requirements specified elsewhere in this contract, the offeror shall determine specific insurance requirements where this contract work is to be performed (i.e., airport insurance requirements, or state or local insurance requirements) prior to submitting an offer. The offeror is required to determine and provide for the effects, if any, that these insurance requirements may have on the offer, or contract performance. Failure of the offeror to ascertain these requirements beforehand will not excuse noncompliance, nor will it be the basis for modifying the contract after award to compensate for adherence to the requirements.

(End of Clause)

**SO-H-3 SUPERVISION**

The contractor shall arrange for satisfactory supervision of the contract work. The contractor or his supervisors shall be available at all times when the contract work is on process. It is the Federal Aviation Administration policy that Government supervision of the contractor's employees, directly or indirectly, shall not be exercised.

(End of Clause)

**SO-H-4 PAYMENT BY ELECTRONIC TRANSFER OF FUNDS**

All payments made under the contract shall be by electronic transfer of funds. At the time of contract award, the contractor will be furnished necessary documents to identify the information necessary to accomplish the electronic transfer of payments.

(End of Clause)



## PART II - SECTION I CONTRACT CLAUSES

### 3.1-1           **Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.7-6        Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.5-1        Officials Not to Benefit (April 1996)**
- 3.2.5-3        Gratuities or Gifts (January 1999)**
- 3.2.5-4        Contingent Fees (October 1996)**
- 3.2.5-5        Anti-Kickback Procedures (October 1996)**
- 3.2.5-8        Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-15       Assignment of Claims (April 1996)**
- 3.3.2-1        FAA Cost Principles (October 1996)**
- 3.6.2-9        Equal Opportunity (August 1998)**
- 3.6.2-12       Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)**
- 3.6.2-13       Affirmative Action for Workers With Disabilities (April 2000)**
- 3.6.2-14       Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)**
- 3.6.2-28       Service Contract Act of 1965, as Amended (April 1996)**
- 3.6.3-1        Clean Air and Water Certification (April 2000)**
- 3.6.4-2        Buy American Act—Supplies (July 1996)**
- 3.10.1-7       Bankruptcy (April 1996)**
- 3.10.1-12      Changes—Fixed-Price (April 1996)**
- 3.10.1-25      Novation and Change-of-Name Agreements (October 2007)**
- 3.10.6-1       Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4       Default (Fixed-Price Supply and Service) (October 1996)**
- 3.1.7-6        Disclosure of Certain Employee Relationships (October 2006)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.

(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

#### ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

☐ A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

☐ No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

(End of clause)

#### **3.2.2.3-75      Requests for Contract Information (July 2004)**

Any contract resulting from this SIR is a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, the Contracting Officer (CO) may release all information contained in the contract, including unit price, hourly rates and their extensions, to the public on request. Offerors (you) are urged to mark any sensitive documents you submit in response to this SIR that you consider to be trade secrets, proprietary information, or privileged or confidential financial information.

(End of Clause)

#### **3.2.4-34          Option to Extend Services (April 1996)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of

revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

### **3.2.4-35 Option to Extend the Term of the Contract (April 1996)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 (years) 6 (months).

(End of clause)

### **SO-I-1 Periods of Performance**

<u>Base Period:</u>	April 1, 2007 – March 31, 2008 (12 months)
<u>First Option Year:</u>	April 1, 2008 – March 31, 2009 (12 months)
<u>Second Option Year:</u>	April 1, 2009 – March 31, 2010 (12 months)
<u>Third Option Year:</u>	April 1, 2010 – March 31, 2011 (12 months)
<u>Fourth Option Year:</u>	April 1, 2012 – March 31, 2013 (12 months)
<u>Optional Six-Month Extension:</u>	April 1, 2013 – September 30, 2013 ( 6 months)

(End of Clause)

### **SO-I-2 Place of Performance**

Federal Aviation Administration  
Daytona Beach ATCT/UPS/Base Building, located at 2304 Bellevue Ave, and Airway Facilities System Support Center, located at 1580 Aviation Center Parkway, Daytona Beach, Florida.

(End of Clause)

### 3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
  - (v) Company Telephone Number.
  - (vi) Date the company was started.
  - (vii) Number of employees at your location.
  - (viii) Chief executive officer/key manager.
  - (ix) Line of business (industry).
  - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:
- (A) change the name in the CCR database;
  - (B) comply with the requirements of T3.10.1.A-8; and
  - (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

### **3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)**

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for?

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and?

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to



use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

### **3.6.2-29 Statement of Equivalent Rates for Federal Hires (April 1996)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332. This Statement is for Information Only: It Is Not a Wage Determination

Employee class	Monetary Wage-Fringe Benefits
<b>Janitor</b>	<b>\$12.11</b>

(End of clause)

### **3.9.1-1 Contract Disputes (November 2002)**

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken

down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave, S.W., Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,  
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODR dispute resolution process for contract disputes can be found on the ODR Website at <http://www.faa.gov>.

(End of clause)

### **3.9.1-2 Protest After Award (August 1997)**

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a

combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of clause)

### **3.13-5          Seat Belt Use by Contractor Employees (January 1999)**

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

### **3.14-2          Contractor Personnel Suitability Requirements (April 2004)**

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) facilities,

(2) sensitive information, and/or

3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

<u>Position</u>	<u>Risk Level</u>
Supervisor	Level 5
Janitor	Level 1

(c) Not later than Three (3) days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.
- Two fingerprint cards (FD-258). Fingerprinting facilities are available through local police departments. All fingerprint cards shall be written in black ink or typewritten with all answerable question blocks completed and shall be signed and dated within the 60-day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Federal Aviation Administration, Southern Region, Attn: **Colunteya Weems (ASO-55)**,  
**1701 Columbia Avenue, College Park, GA 30337**

The transmittal letter shall also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor shall submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(e) The contracting officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor shall take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) The submittal of all necessary forms within Three (3) days, but not to exceed a maximum of 30 days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions:

(3) If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted and the SSE has approved the contractor employee to begin work.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (date of birth and social security number shall be omitted from CO and Operating Office copies of report(s)). Additionally, the Contractor shall submit to the SSE and CO on or before the fifth (5th) day of each month, any employment changes made during the reporting period. Examples of such changes are terminations (to include name,

SSN, hire date, termination date and reason for termination - favorable or unfavorable), and name changes. All lists must be in alphabetical order and have the name of the contractor and the contract number.

- (h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.
- (i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to provide such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause shall apply.
- (j) The contractor and/or subcontractor(s) will contact the FAA Security & Hazardous Materials Staff, **Barbara Parker**, ASO-750C, telephone: (404) 305-6808 within 24 hours in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.
- (k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.
- (l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.
- (m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.
- (n) The Contracting Officer shall ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, identification of the funding line of business, and the names of the contracting Officers and COTR's for each contract within 5 days of contract award.
- (o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated national Agency Check with Inquiries (NACI).

(End of clause)

### **3.14-3 Foreign Nationals as Contractor Employees (July 2002)**

(a) Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment will not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years, consecutively, unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) a risk or sensitivity level designation can be made for the position; and

(3) the appropriate security screening can be adequately conducted.

(End of clause)

### **3.14-4 Government-Issued Keys, Identification Badges, and Vehicle Decals (July 2002)**

(a) It may become necessary for the Government to issue keys, identification (ID) cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor shall return all such Government-issued items to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items shall be returned to the Government within three workdays or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, ID cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, and 701.

(b) In the event such keys, ID cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$100.00 for each key, ID card, and vehicle decal not returned. If the keys, ID cards, or vehicle decals are not returned within 30 days from the date the withholding action was initiated, any amount so withheld will be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Part 107 of the Federal Aviation Regulations.



(d) The Government retains the right to inspect inventory, or audit ID cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government shall be assumed to be lost and the provisions of section (b) shall apply.

(e) Keys shall be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, ID cards, vehicle decals, and access control cards shall immediately be reported concurrently to the **Contracting Officer (CO), COTR, and Charles Phillips, ASO-750A, Tel: (404) 305-6792**. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the facility shall prominently display his/her current and valid identification card on the front portion of his/her body between the neck and waist.

(1) Prior to any contractor employee obtaining any ID media or vehicle decals, the contractor shall submit complete documentation required under AMS clause 3.14-2, Contractor Personnel Suitability Requirements and shall be approved to begin work by the SSE.

(2) To obtain the ID card, contractor employee shall submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and authorized by the CO or the COTR. The DOT 1681 shall be submitted at the same time the personnel security investigation paperwork required by AMS clause 3.14-2, Contractor Personnel Suitability Requirements is submitted. The DOT 1681 shall contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. This paperwork shall be submitted to **Colunteya Weems, ASO-55** by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: **Federal Aviation Administration, Southern Region, ASO-55, Attn: Colunteya Weems, 1701 Columbia Avenue, College Park, GA 30337**. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the Contracting Officer. Arrangement for processing the identification cards, including photographs and lamination can be made by the contacting the Contracting Officer.

**NOTE: PHOTOGRAPHS FOR ID CARDS MUST BE DIGITAL IN ".JPG" FORMAT AND MAY BE SUBMITTED ON A CD OR DISC WITH THE FORM DOT 1681.**

(3) The contractor's project manager shall receive and sign for each ID card issued on the reverse of the DOT 1681. The DOT 1681 will be tracked by the Government for accountability purposes.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all

departing contractor employees. Final out-processing will be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. Employee Clearance Record, SO Form 2700-13, will be completed by the contractor and copies will be distributed to the COTR, CO, and ASO-750C after completion.

(End of clause)

**PART III - SECTION J  
LIST OF ATTACHMENTS**

- SO-J-1 **LIST OF SPECIFICATIONS FOR JANITORIAL SERVICE**  
(Attachment 1) – 13 pages
- SO-J-2 **FREQUENCY TASK SCHEDULE** (Attachment 2) – 3 pages
- SO-J-3 **WAGE RATE DETERMINATION** (Attachment 3) – 9 pages
- SO-J-4 **BUSINESS DECLARATION FORM** (Attachment 4) – 1 page
- SO-J-5 **CERTIFICATION OF INVOICE** (Attachment 5) – 1 page
- SO-J-6 **VENDOR ENTRY FORM** (Attachment 6) – 1 page
- SO-J-7 **CUSTOMER SURVEY FORM** (Attachment 7) – 4 pages

**PART IV - SECTION K**  
**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF**  
**OFFERORS**

**3.1-1           Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

**3.2.5-2           Independent Price Determination (October 1996)**

**3.6.3-10          Certification of Toxic Chemical Release Reporting (August 1998)**

**3.2.2.3-10       Type of Business Organization (July 2004)**

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of \_\_\_\_\_, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other \_\_\_\_\_ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in \_\_\_\_\_ (country).

(End of provision)

**3.2.2.3-22       Period for Acceptance of Offer (July 2004)**

The offeror (you) agrees that if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless you insert a different period) from the date the SIR specifies for receiving offers, to provide all items for which you offer prices at the price set opposite each item, delivered at the designated point(s), within the time specified in the Schedule.  
 (End of provision)

**3.2.2.3-23       Place of Performance (July 2004)**

(a) The offeror (you), in fulfilling any contract resulting from this SIR, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from your address as stated in this offer.

(b) If you check 'intends' in paragraph (a) above, insert the following information:  
 Place of Performance Street:

City:  
 State:  
 Zip Code:

Name of owner and operator, if other than the owner  
 (End of provision)

### 3.2.2.3-70 Taxpayer Identification (July 2004)

#### (a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

#### (c) Taxpayer Identification Number (TIN).

- ☐ TIN: \_\_\_\_\_
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government;
- ☐ Other--State basis. \_\_\_\_\_.

#### (d) Corporate Status.

- ☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- ☐ Other corporate entity
- ☐ Not a corporate entity
- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

### **3.2.2.3-76 Representation- Release of Contract Information (July 2004)**

(a) Any contract resulting from this SIR may be subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552.

(b) The offeror's (you, your) position regarding the possible release of information you provide in response to this SIR is as follows:

#### **(c) REPRESENTATION CONCERNING RELEASE OF CONTRACT INFORMATION--**

The offeror (you) represents that--(1)☐ You have made a complete review of your offer(s) in response to this SIR and no exemption from mandatory release under FOIA exists, and, (2)☐ You have no objection to the release of any contract you may be awarded in whole or in part resulting from this SIR.

OR

The offeror (you) represents that ☐ your offer(s) in response to this SIR contains information that is exempt from mandatory release under FOIA. Accordingly, you represent that--(1) ☐ You have identified any sensitive documents you submitted in response to this SIR by placing restrictive markings on them. This may include trade secrets, proprietary information, or commercial or financial information that is privileged or confidential, and (2) ☐ As the party that provided the information, you have provided the Contracting Officer (by separate letter concurrent with this offer) detailed information listing the page(s) to be withheld complete with any and all legal justifications which would permit the FAA to invoke a FOIA exemption.

(End of provision)

**3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)**

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

### **3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)**

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

(End of provision)

### **3.6.2-8 Affirmative Action Compliance (April 1996)**

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

### **3.6.3-11 Toxic Chemical Release Reporting (August 1998)**

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42



U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or;

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision entitled Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

**3.13-4 Contractor Identification Number Data Universal Numbering System (DUNS) Number (April 2006)**

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBER: \_\_\_\_\_

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

**PART IV - SECTION L**  
**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**3.1-1           Clauses and Provisions Incorporated by Reference (December 2005)**

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://www.asu.faa.gov/conwrite/> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1       False Statements in Offers (July 2004)**
- 3.2.2.3-12     Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-13     Submission of Information/Documentation/Offers (July 2004)**
- 3.2.2.3-14     Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16     Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-17     Preparing Offers (July 2004)**
- 3.2.2.3-18     Prospective Offerors Requests for Explanations (July 2004)**
- 3.2.2.3-19     Contract Award (July 2004)**
- 3.2.4-31       Evaluation of Options (April 1996)**
- 3.6.2-35       Prevention of Sexual Harassment (August 1998)**
- 3.2.4-1        Type of Contract (April 1996)**

The FAA contemplates award of a Firm-Fixed Price contract resulting from this Screening Information Request.

(End of provision)

**3.9.1-3           Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,  
Federal Aviation Administration,  
800 Independence Ave., S.W.,  
Room 323,  
Washington, DC 20591,

Telephone: (202) 267-3290,

Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

#### **SO-L-1      NORTH      AMERICAN      INDUSTRIAL      CLASSIFICATION STANDARDS (NAICS)**

The NAICS code for this acquisition is 561720, Janitorial Services, and the small business size standard is \$12 million average annual receipts over the past 3 fiscal years.

(End of provision)

#### **SO-L-2      REQUIRED DOCUMENTS**

The contractor SHALL return the following completed documents as part of its offer:

- a) **Standard Form 33 Solicitation, Offer, and Award**
- b) **Standard Form 36, Continuation Sheet (Schedule)**
- c) **Section K, Representations, Certifications, and Other Statements of Offerors.**
- d) **Past Experience**

List of all customers and facilities for which you had contracts to provide janitorial services for the last five years. Provide a summary for each such contract describing the size of the facility and the number shifts and employees you used to service the contract. Specifically identify projects of similar scope and complexity as that described in the Statement of Work in this solicitation. Provide current phone numbers of points of contact for each customer with whom you had janitorial projects for the last five years.

**e) Customer Surveys**

Arrange for past customers to complete and submit directly to the Government customer surveys to be considered by the Government in evaluating your firm's past performance and customer satisfaction. To be considered in offer evaluations, completed customer surveys must be received by the Government no later than the closing date for submission of offers. The required form for customer surveys is attached as **Attachment 7**.

**f) Work in Progress**

A list of all current work in progress, including project names, contract award amounts, and customer point of contact names and phone numbers.

**g) Available Resources**

A written summary of resources (including financial, personnel and equipment resources) your firm has available, and plans to commit, to service this contract, if awarded.

**h) Financial Information**

Submit copies of financial statements, Dunn & Bradstreet reports, or other data you choose, sufficient to enable the Government to evaluate your firm's financial condition and responsibility.

**i) Technical Data and Descriptive Literature**

Provide documentary support clearly demonstrating the suitability of cleaning or other products required by the Statement of Work (SOW). If a particular specification is referenced in the Statement of Work, provide credible evidence that any product you intend to use meets that specification.

**j) Business Declaration Form (Attachment 4)****k) Certification of Invoice (Attachment 5)****l) Vendor Entry Form (Attachment 6)****m) Federal Aviation Administration Non-Disclosure Agreement (Attachment 8)**

(End of provision)

**SO-L-4 TELEGRAPHIC PROPOSALS AND TELEGRAPHIC MODIFICATIONS**

Telegraphic or facsimile offers are NOT authorized. Telegraphic or facsimile modifications to offers ARE authorized; however, it is requested that neither the total amount of the original offer, nor the revised offer, be revealed in order to insure the confidentiality of the offer. The fax number is (404) 305-5774. The "hard copy" of the modification should be sent by regular mail. IF FACSIMILE IS USED, OFFERORS ARE CAUTIONED TO TRANSMIT EARLY ENOUGH TO ASSURE SUCCESSFUL RECEIPT IN THIS OFFICE BY THE REQUIRED TIME.

(End of Provision)

**SO-L-5 HANDCARRIED OFFERS**

If a contractor plans to hand carry an offer to the designated receiving office, the Contracting Officer should be notified sufficiently in advance of the visit to allow time for the CO to notify security guards at the entrance to the facility. The contractor will need to furnish the names of the employees who will be visiting, and the expected date and time of arrival. Otherwise, entry may be delayed or prohibited.

(End of Provision)



## PART IV - SECTION M EVALUATION FACTORS FOR AWARD

(1) The Government will award a single contract resulting from this Screening Information Request (SIR) to the responsible offeror whose offer submitted in response to, and conforming with, this SIR is determined to represent the **BEST VALUE TO THE GOVERNMENT** considering price and other factors as listed below. Award shall not be based on price alone. Offeror proposals not in competitive range will **NOT** be considered.

(2) The Government may:

- a) Reject any or all offers if such action is in the public interest;
- b) Accept other than the lowest offer;
- c) Waive informalities and minor irregularities in offers received;
- d) Make award without written or oral discussion with offerors;
- e) Have discussions with any one offeror, all offerors, some offerors or without any discussion;
- f) May reject an offer that does not provide complete information as required in Section L without any discussion or request for mission information.

Award will be based on best value to FAA considering price and the following criteria:

1. **Past Experience, Business Practices and Customer Satisfaction.** Past experience performing similar work on similar size/type facilities includes, but might not be limited to, janitorial, maintenance, etc. This factor includes, but is not limited to, strict compliance with contract terms, good customer relations and motivation to perform well, and ability to work effectively. The government may consider any other verifiable outside information known or learned about the offeror, from another government agency, contracting officer or other customer.

2. **Past Experience Performing Work Similar to this Project.** Past experience performing similar work on similar size/type facilities includes, but might not be limited to, janitorial, maintenance, etc.